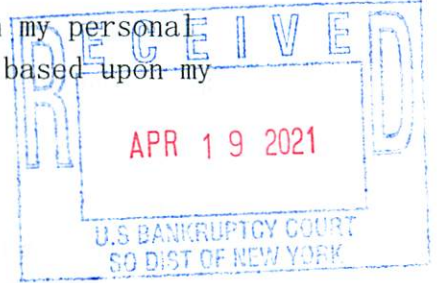


the facts set forth in this email or mail are based upon my personal knowledge, my review of relevant documents. my opinion based upon my experience, knowledge.



A.

对一些单词的注释

Some words note

1. Developer refers to "George Washington Bridge Bus Station Development Venture LLC" also refers to "debtor"
2. Contractor refers to "Tutor Perini Building Corporation"
3. NYCRC refers to "New York City Regional Center"
4. PA, Port Authority: refers to "Port Authority of New York and New Jersey"
5. GWBBS Project refers to "George Washington Bridge Bus Station and Infrastructure Project"
6. EB5 Phase I investor refers to "Member of George Washington Bridge Bus Station and Infrastructure Development Fund, LLC"

B.

我是乔治华盛顿大桥交通枢纽改建工程的 EB5 一期投资者，我的身份证明见附件一、二。

I am the EB5 Phase I investor of George Washington Bridge Bus Station and Infrastructure Project. My EB5 investor proof and my ID document is in the attachment 1 and 2.

经过对开发商财务状况的分析，我们表示不能接受目前的 **Stalking Horse Bidder** 及破产计划，因为 **Stalking Horse Bidder** 中 3000 万美元的现金购买价格大大低于我们 EB5 投资者的 6000 万美元的预期现金销售价格。而且 3000 万美元的购买资金并不是购买方的自有资金投入，而是以优先贷款的形式提供，每年 11.75% 的贷款利率，又进一步加重了项目的利息负担，也更进一步的损害了 EB5 一期投资者的利益。

According to the analysis of debtor's financial situation, we found that we can't accept the current Stalking Horse Bidder as well as the amended plan because the \$30 million of cash purchase price is far below our expected price of \$60 million. Furthermore, the \$30 million funds is not the purchaser's own funds but from the First Exit Facility loan with the high interest rate of 11.75% per annum, which gives a heavier interest burden on the Debtor's Assets, and also further harmed the EB5 Phase I investors.

C.

通过对每个月报表的加计汇总，我对开发商 2019 年 10 月 7 日开始到 2021 年 2 月 28 日止的所有月份财务运营报表进行了整理，整理后的报表见附件 3。(我汇总的报表和开发商提供的汇总报表在一些项目数据上存在差异，差异见附件 3 中标注)。附件 3 中的财务信息简述如下：

I arranged the operation reports of Developer from 10.07.2019 to 02.28.2021 by adding

up all the monthly operation reports from October of 2019 to February of 2021. To see the arranged reports, see the attachment 3. (note: there is some difference between the Debtor's cumulative report-Filing to date and my arranged report. The difference amount and item can be found in attachment 3). The financial information in the attachment 3 is showed as below:

自 2019 年 10 月 7 日至 2021 年 2 月 28 日期间, 折合 16.81 个月

- (1). 累计出租收入 7,385,536.83 美元,
- (2). 累计运营成本 4,852,569.38 美元,
- (3). 累计折旧费用 9,057,755.25 美元,
- (4). 累计利息费用 8,238,340.94 美元,
- (5). 累计破产重组费用 2,981,430.56 美元

During the period of 2019.10.07 to 2021.02.28, equal to 16.81months:

- (1) Cumulative Gross Revenues\$7,385,536.83
- (2) Cumulative operating expenses \$4,852,569.38
- (3) Cumulative Depreciation \$9,057,755.25
- (4) Cumulative Loan Interests \$8,238,340.94
- (5) Cumulative Reorganization Expenses \$2,981,430.56

如果不考虑上述折旧费用、借款利息费用、破产重组费用, 项目在无借款状态正常运营下, 平均每月净收益约 150,000 美元, 平均全年净收益约 1,800,000 美元。

Not considering above mentioned (3) Depreciation, (4) Loan Interests, (5) Reorganization Expenses, under the normal situation of operation without the borrowing funds, the assets' average monthly net profit is about \$150,000.

3000 万美元优先贷款的贷款年利率 11.75%, 折合每月贷款利息费用 293,750 美元。很明显, 每月 293,750 美元的贷款利息无法通过每月的 150,000 美元净收益清偿完毕

The \$30,000,000 loan from First Lien Exit Facility shall bear interest at 11.75% annually, the interest amount is about \$293,750 monthly. It is obvious that these \$293,750 interests can't be fully paid off by the net cash profit of \$150,000.

而且, 根据开发商和港务局 2011 年 7 月 21 日签订的土地合同, 4.2 部分, 在合同的初始期间(前 49 年), 自第 11 年租赁期起(2021 年 7 月 22 日起), 开发商每年需支付给港务局 100 万美金的租金, 每月分期支付(每月 83333 美元), 租金每 5 年按照复利率增加 5%。

这 83,333 美元租金费用也需要在 150,000 美元的净收益中扣除, 扣除后仅剩余 66,667 美元可用于支付优先贷款利息。

Furthermore, according to the Ground Lease dated on July 21, 2011 between Developer and Port Authority in Section 4.2, Basic rent(see the doc87-1 page64): From the eleventh (11th) Lease Year, through the last day of the Initial Term, the developer should pay to Port Authority \$1,000,000 per year (\$83,333per month), The 11th Lease

year is July 22, 2021. The amount shall be increased (on a compounded basis) by five percent (5%) on each fifth (5th) anniversary of the first day of the eleventh (11th) Lease Year.

This \$83,333 should be deducted from the \$150,000 net profit before paying loan interests. After deducting, only \$66,667 net profit is available to pay First Lien Exit Facility loan interests.

按照资产目前的收益水平，3000 万优先贷款的本金及项目之前未付的累计旧贷款利息和本金永远不可能收回。所以，这个资产购买合同只能更加恶化资产的财务状况，更进一步损害 EB5 一期投资者的利益。所以购买方使用贷款资金购买项目并不符合资产利益最大化，购买方应该使用自有资金购入。

The \$30,000,000 First Lien Exit Facility Principle and the already existed unpaid project loan interests and principles can never be repaid through the asset's net operation profit. Therefore, this Stalking Horse Bidder can worsen the financial situation of the Debtor's assets. It is not in the best interests of the Assets to allow the purchaser to buy the asset through loan resources. Rather, it should be through the purchaser's owned capital.

D.

事情上，港务局是这项资产最优秀的购买方，港务局从这块资产上得到了足够多的利益回报，却未能按照约定投入当初承诺的预算资金。简述如下：

Actually, the Port Authority should be the most excellent purchaser of this asset, Port Authority gets the most benefits from the assets at current time as well as in the future time. But PA didn't invest enough project funds as it promised. The brief description is as follows:

2011年7月，纽约区域中心在中国大陆推出了中心的第六个EB5投资项目-George Washington Bridge Bus Station and Infrastructure Project。根据项目 2011 年 7 月 18 日签署的运营备忘录第 14 页，该项目资金预算总额约 3.65 亿美元:EB5 一期 7200 万美元，港务局 2.79 亿美元，开发商 1400 万美元。

July 7, 2011, New York Regional Center promoted its sixth EB5 Project-George Washington Bridge Bus Station and Infrastructure Project on China Market. According to the Operation Memorandum(attachment 4) signed on July 18, 2011, on page 14, the budget capital of the Project is \$365 million, including from EB5 Phase I capital \$72million, Port Authority capital \$279 million, the Developer capital \$14million.

港务局承诺预算资金的文件见附件⑤，根据该附件，港务局承诺投入该工程资金 7820 万美元。

The proof document of Port Authority budget capital, See the attachment 5. According to the attachment 5, the Port Authority Board of commissioners authorized \$78.2 million to the GWBBS project

根据开发商的账务记录, (doc117, exhibit c), 开发商仅收到港务局拨款 6,747,873.08 美元, 剩余的 71,450,000 美元并没有到位。而且 6,747,873.08 美元中的 5,680,833.33 美元, 开发商用于支付了纽约区域中心借款利息。

According to the financial records of Developer, (doc117, exhibit c), PA only invested in the project \$6,747,873.08. The developer used most of these PA investing funds to pay NYCRC loan interests \$5,680,833.33. There was still \$71,450,000 that wasn't invested in the GWBBS project by the PA.

港务局没有足额投入所承诺的资金是导致开发商陷入财务困境的主要原因。港务局应按照当初所承诺, 补投入剩余资金用以购入破产资产。这样才能最好的符合破产财产利益最大化的原则。

PA's failure to invest promised funds is the main reason that caused the developer trap in the difficult financial situation. So PA should purchase the whole assets by using its left promised funds 71.45 million. Which is in the best interests of the Developer's assets.

E.

开发商和承包商签订的工程合同, 最大金额是 100,454,000 美元。在开发商和承包商的法律纠纷中, 承包商诉求的尚未支付合同工程款余款是\$29,131,950 美元。

The maximum price of Construction Contract Price between Developer and Contractor is \$100,454,000.00. Contractor's claim for unpaid Contract Balance is \$29,131,950 during the legal dispute before the court between Developer and Contractor.

根据法院破产文件 DOC117, 开发商从 2013 年 1 月 10 日至 2019 年 9 月 11 日累计支付利息费用 29,324,395.40 美元, 其中:

According to DOC117 court document, the Developer paid the total \$29,324,395.40 loan interests from 01/10/2013 to 09/11/2019, including:

EB5 一期 24,680,718.42 美元, EB5 二期 3,746,924.58 美元, UMEZ Development 896,752.40 美元。EB5 两期合计 28,427,643 美元。

EB5 Phase I \$24,680,718.42, EB5 Phase II \$3,746,924.58, UMEZ Development \$896,752.40
Total of EB5 funds' interest \$28,427,643

EB5 一期资金\$24,680,718.42 利息收入主要归纽约区域中心所有。EB5 一期投资者, 自 2013 年起, 每人每年收到 1250 美元利息收入, 其中 2019 年没有利息收入。

The \$24,680,718.42 interest income of EB5 Phase I funds mainly belongs to the NYCRC. Every investor of EB5 Phase I only got \$1250 interest per year from the beginning of 2013. There were zero interest income in 2019.

根据开发商的财务记录，开发商一共收到与工程有关的资金 105,748,216.32 美元，可用以支付 100,454,000 工程合同款以及支付港务局土地租赁合同前十年的基础租金 6,440,000 美元（基础租金的规定见土地租赁合同的 4.2 部分）。105,748,216.32 美元资金中有 EB5 一期资金 72,000,000 美元，EB5 二期资金 19,000,000 美元。

According to financial records of Developer, developer total received project related funds \$105,748,216.32, including \$91,000,000 EB5 capital. These \$105,748,216.32 capital is available for paying contractor's construction price of \$100,454,000 and PA's Basic rent of 644 million (see the ground lease section 4.2).

根据当初的项目运营备忘录（附件 4），第 23 页：开发商用以支付借款利息的资金来源应是开发商股东的资金贡献，或者其他资金来源

According to the Operation Memorandum (attachment 4) on page 23, it is currently stated that the Borrower would receive contributions from its owners or funds from other sources to enable the Borrower to make interest payments on the Loan.

开发商没有从其所有者处或其他来源处获取足够的资金来支付借款利息，而是使用工程款支付了借款利息。是导致开发商陷入财务困境的另一个主要原因。

Developer didn't get enough funds from his owner or other resources to pay the loan interest which is another main reason to trap in financial difficulties. Developer used the project funds to pay the loan interests.

F.

关于我们 EB5 一期的投资者

About the investors of EB5 Phase 1

EB5 一期有 144 名投资者，每名投资者支付项目资金 50 万美元、支付给纽约区域中心行政管理费用 40,500 美元、支付给 Miller Mayer, LLP 律师费用 14,750 美元。144 名投资者合计投入工程款 7200 万美元，支付区域中心行政管理费用 5,832,000 美元，支付 Miller Mayer, LLP 律师费 2,124,000 美元。2011 年 8 月份左右资金进入项目的监管账户。项目投资款至今已有近 10 年，早已到了偿还期。

The EB5 Phase I has 144 investors, each paying \$500,000 for the project, \$40,500 for the administrative costs of the New York Regional Center, and \$14,750 for Miller Mayer, LLP lawyers. The 144 investors collectively contributed \$72 million to the project, paying \$5,832,000 for the regional center's administrative costs and \$2,124,000 for Miller Mayer, LLP's legal fees. It is nearly 10 years from the time of funds entered the supervisory account of the project since August 2011, and the funds have already reached the repayment period.

区域中心 2011 年 7 月份在中国大陆市场推出该项目时，事前对该项目进行了非常有吸引力的宣传，导致该项目当时销售的非常火爆，不到两个星期，项目名额就被抢购一空。如今的事实告诉了我们真相，中心在对 EB5 投资者隐瞒了很多重要信息，比如：

When the NYCRC promoted the project in the Chinese market in July 2011, it made a very attractive promotion for the project, which led to a good selling of the project funds. Within two weeks, all the portions of the project funds were sold out. Now the facts tell us the truth, the NYCRC hid a lot of important information to EB5 investors, such as:

港务局在项目运营中也要攫取很大一块收益的事情，丝毫未提及，对于项目的真实收益折现价值，用一份评估价值 1.263 亿美元的评估报告误导我们。

Without mentioning that, the Port Authority will also scratch a large share of the proceeds from the operation of the project. NYCRC misled us with an estimated value of \$126.3 million as to the real discounted value of the project

当时项目资料中大力宣传的总承包商是 Skanska USA 公司，而事后更换了承包商，我们也不知道，直到我们被通知开发商寻求破产援助，才知道承包商已经更换。

Skanska USA was the general contractor that was heavily described in the Operation Memorandum(attachment 4), page21. We knew nothing about the matter of changing the contractor until we were informed by NYCRC that the developer was seeking bankruptcy relief because of the law suits between developer and contractor.

项目建设过程中，官司缠身，资金管理混乱，我们毫不知情

During construction ,The project was tangled by lawsuits, and the funds management was chaotic,we know nothing about it.

关于港务局实际工程资金到位情况，我们写邮件询问，都得不到回应。

Regarding the actual investing funds of the Port Authority, we wrote NYCRC email to inquire about the situation, but got no response.

破产进程中，我们的优先受偿权在逐渐丧失，也没有人明确告知我们。

In the bankruptcy process, we were gradually losing priority, and we weren't explicitly told by NYCRC.

G

结论

Conclusion

综上所述，开发商陷入破产援助的主要责任在于港务局、借款方、区域中心、承包商，

As said above, Developer trapped in the bankruptcy relief, the responsible parties should be PA, developer, NYCRC and contractor

(1) 港务局在该租赁项目中预设了有利于自身的足够收益攫取，却未对该项目进行足够的资

金注入；

The Port Authority planned and get enough benefits from the leased project and didn't invest enough funds as it promised.

(2) 借款方没有从股东单位及其他来源筹集到足够的资金支付借款利息，使用工程款支付借款利息；

The borrower didn't get enough funds from its owner as well as other resources to pay the loan interests, instead, used project funds to pay the interests.

(3) 工程官司缠身，资金管理混乱，区域中心作为 EB5 资金管理人，对工程资金的使用和工程进度缺乏监管和协调；

The project is tangled by lawsuits, and the fund management is chaotic. As the EB5 fund manager, the New York Regional Center lacks supervision and coordination on the project funds use and project progress;

(4) 承包商最终未能按照合同如期完工，损害了利益相关方的利益。

The contractor failed to complete the work as scheduled in contract, which harmed the interests of related parties.

法律原则是过错责任，在开发商进入破产援助这件事情上，我们 EB5 投资者没有过错，所以我们 EB5 的本金应尽早收回。我们的 EB5 资金也是辛苦工作所得，不是从空中掉下来的。EB5 资金进入美国之前，其合法性是经过审计和鉴定的。任何不尊重 EB5 投资者的言行都是应该受到强烈谴责的。努力维护我们 50 万美金本金不受损失，尽早收回，是我们 EB5 投资者努力维护的最低底线。

The legal principle is fault liability. As for the reason of Developer's seeking bankruptcy relief, we EB5 investors are not the fault party. Therefore, our principal of EB5 capital should be recovered as soon as possible. Our EB5 funds also came from hard working, not granted. EB5 funds was audited and certified before it came into the United States. Any words and behaviors that do not respect EB5 investors should be strongly reprehensible. Protecting our \$500,000 principal from loss, and as soon as possible to recover, is our EB5 investors' lowest bottom line.

H

我们 EB5 投资者的诉求：

Our EB5 investors' claims

我们希望各方诚实守信履行各自承诺，过错方承担损失。

We hope that all parties will keep their promises in good faith and the wrongdoer will bear the losses.

(1) 港务局应履行承诺，投入剩余的 7145 万美元资金。该款用以偿还破产支出与 EB5 一期投资款。EB5 资金未偿还部分按照内部贷款合同规定，由开发商大股东偿还。我们保留向其他责任方继续追讨余款的权力。

The Port Authority shall fulfill its promise to invest the remaining \$71.45 million.

This money shall be used to repay bankruptcy related expenses and EB5 first phase investment funds. The still outstanding portion of EB5 capital shall be repaid by the major shareholder of the Developer in accordance with the provisions of the inter credit loan contract. We reserve the right that continue to claim the outstanding balance from other responsible parties.

(2) EB5 一期投资款偿还完毕后，出租项目的净收益归承包商等其他债权方。

After the repayment of EB5 phase 1 investment funds, the net income of the leased project will belong to other creditors and the contractor.

注明：该份文字将分别提供给相关单位及法官大人

Note: This copy will be provided to the related parties, and the Honourable Judge, respectively.

Thanks!

Xuemei Zhang, *Xuemei Zhang*

Member of George Washington Bridge Bus Station and Infrastructure Development Fund,
LLC

04/13/2021 *04/13/2021*

Email: zxm721207@gmail.com

Note: about attachments, please look for it from the email I send to you on 04/13/2021

NUMBER
4

ORGANIZED UNDER THE LAWS OF THE STATE OF NEW YORK

UNITS
0.694%

**GEORGE WASHINGTON BRIDGE BUS STATION AND
INFRASTRUCTURE DEVELOPMENT FUND, LLC**

MEMBERSHIP CERTIFICATE

THIS CERTIFIES THAT Zhang, Xuemei
is a member of the above named Limited Liability Company and is entitled to the full benefits and privileges of such membership, subject to the duties and obligations, as more fully set forth in the Limited Liability Company Operating Agreement.

IN WITNESS WHEREOF, the Limited Liability Company has caused this Certificate to be executed by its duly authorized members this 19th *day of* December, 2012 *and its Limited Liability Company seal to be hereunto affixed.*




GEORGE L. OLSEN, MANAGER

attachment 1

16.81 months		doc482			
Revenues	total of 2019. 10. 07- 2021. 02 (1)	CUMULATIVE -FILING TO DATE (2)	difference (2)-(1)	cumulative/16. 81	total/16. 81
Gross Revenues	7,385,536.83	7,382,626.47	-2,910.36	439,180.63	439,353.77
Net Revenues	7,385,536.83	7,382,626.47	-2,910.36	439,180.63	439,353.77
Gross Profit	7,385,536.83	7,382,626.47	-2,910.36	439,180.63	439,353.77
operating expenses	0.00	0.00	0.00	0.00	0.00
Bad Debts	695,959.27	674,793.27	-21,166.00	40,142.37	41,401.50
insurance	715,500.10	658,403.33	-57,096.77	39,167.36	42,563.96
Management Fees/Bonuses	57,096.77	57,096.77	0.00	3,396.60	3,396.60
office expense	616,336.69	616,336.69	0.00	36,664.88	36,664.88
repairs and maintenance	1,135,045.88	1,139,086.38	4,040.50	67,762.43	67,522.06
rent and lease expenses	441,500.00	441,500.00	0.00	26,264.13	26,264.13
salaries/commissions fees	5,774.00	5,774.00	0.00	343.49	343.49
supplies	8,528.10	8,528.10	0.00	507.32	507.32
utilities	217,064.85	255,214.53	38,149.68	15,182.30	12,912.84
other	959,763.72	1,080,317.72	120,554.00	64,266.37	57,094.81
total operating expenses	4,852,569.38	4,937,050.79	84,481.41	293,697.25	288,671.59
net profit before depreciation	2,532,967.45	2,445,575.68	-87,391.77	145,483.38	150,682.18
depreciation/Depletion/Amort ization	9,057,755.25	9,057,755.25	0.00	538,831.37	538,831.37
net profit(loss) before other income&expenses	-6,524,787.80	-6,612,179.57	-87,391.77	-393,347.98	-388,149.19
other income	0.05	0.05	0.00	0.00	0.00
interest Expenses	8,238,340.94	8,711,011.99	472,671.05	518,204.16	490,085.72
Net Profit(loss) before reorganization Items	-14,763,128.69	-15,323,191.51	-560,062.82	-911,552.14	-878,234.90
reorganization items	0.00	0.00	0.00	0.00	0.00
professional Fees	2,163,700.74	1,793,926.15	-369,774.59	106,717.80	128,715.09
US Trustee Quarterly fees	78,460.51	99,651.51	21,191.00	5,928.11	4,667.49
other reorganization expenses	739,269.31	751,327.31	12,058.00	44,695.26	43,977.95
total reorganization expenses	2,981,430.56	2,644,904.97	-336,525.59	157,341.16	177,360.53
net profit (loss)	-17,744,559.25	-17,968,096.48	-223,537.23	-1,068,893.31	-1,055,595.43

breakdown of other category

	total of 2019.10.07- 2021.02 (1)	CUMULATIVE -FILING TO DATE (2)	difference(2)-(1)
other costs:			
Bak Advisors	438,201.50	562,805.50	124,604.00
christopher G.spinosa cpa LLC	8,100.00	8,100.00	0.00
Delargent Design Architecture	9,800.00	9,800.00	0.00
	0.00	0.00	0.00
other operational expenses:	0.00	0.00	0.00
fire watch	416,814.41	416,814.41	0.00
punch list related	47,552.50	47,552.50	0.00
server storage	29,032.77	29,032.77	0.00
general legal	9,898.81	9,898.81	0.00
SBLM Architects	363.73	363.73	0.00
		0.00	0.00
other reorganization expenses:	0.00	0.00	0.00
selling advertising expenses	238,796.10	238,765.60	-30.50
Enviromental site assessment survey	5,900.00	5,900.00	0.00
real capital markets.com	5,350.00	5,350.00	0.00
JMB-commitment Fee	180,000.00	180,000.00	0.00
JMB-Funding fee	152,332.05	144,000.00	-8,332.05
lowenstein sandler fees	156,921.66	159,109.66	2,188.00

Bus Terminals:

- George Washington Bridge Bus Station
- Port Authority Bus Terminal

Port Commerce:

- Port Newark
- Port Jersey-Port Authority Marine Terminal
- Brooklyn-Port Authority Marine Terminal

Real Estate & Development:

- The World Trade Center

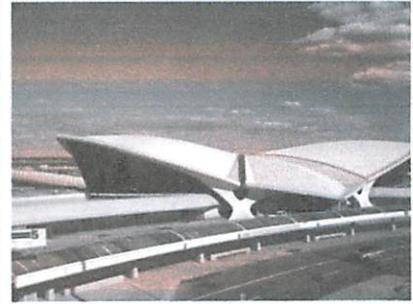
THE PORT AUTHORITY OF NY & NJ



LaGuardia Airport



Port Newark



John F. Kennedy International Airport

In 2006, the Port Authority undertook a master planning effort to identify which of its facilities could benefit from a public-private partnership that could leverage the site to create new business opportunities, support community revitalization, job generation, and increased use of transit. Through that effort, the GWBBS was selected as a Port Authority facility to undergo a public-private redevelopment.

The Port Authority Board of Commissioners has approved the spending of approximately \$279 million towards components of the Project. The land comprising the Project is owned by the Port Authority.

B. THE PROJECT

The Project includes 1) the redevelopment of the GWBBS into a modern transit and retail facility; and 2) infrastructure work to allow for the redevelopment, expansion, improved efficiency, and continued use of the GWBBS. The Company expects to provide a Loan of up to \$72 million to the Borrower, George Washington Bridge Bus Station Development Venture, LLC. The Port Authority expects to invest a total of approximately \$279 million of capital into the Project. In addition to the \$72 million of loan proceeds, the Borrower expects to invest \$14 million of capital into the Project. The total Project budget is thus approximately \$365 million.

have the right to accelerate the payment of the Loan if the Borrower fails to pay interest on the Loan or otherwise fails to pay in a timely manner as provided under the Loan Agreement.

The Loan will mature five years from the date of the last advance under the Loan (the "Maturity Date"). In accordance with certain notice provisions contained in the Note, provided there is no event of default, the repayment of the Note may be delayed for a period not to exceed 810 calendar days (the "Notice Period"). However, all interest payments due from and other non-monetary obligations of the Borrower shall remain in full force and effect during the Notice Period.

The Loan may not be prepaid prior to the Maturity Date. It is the Borrower's intention to repay the Loan with the proceeds of new financing. It is currently contemplated that the Borrower would receive contributions from its owners or funds from other sources to enable the Borrower to make interest payments on the Loan.

Priority and Security

The Borrower will execute a Promissory Note in favor of the Company. The Loan will be secured by certain present and future assets of the Borrower, including, without limitation, the Borrower's leasehold interest (together, the "Collateral"). The leasehold interest consists of a 49-year net ground lease between the Borrower and the Port Authority, with five (5) ten-year extensions, at the Borrower's option, for the approximately 120,000 square feet of retail space that makes up the Broadway Marketplace at GWB, containing the newly constructed retail concourse and street level retail complex (the "GWB Marketplace"). The Company has been advised that the Borrower intends to exercise all extension options to provide the Borrower with a 99-year net ground lease.

The Promissory Note will be secured by a leasehold mortgage (the "Leasehold Mortgage") on the GWB Marketplace that will be filed, recorded and perfected prior to the disbursement of any funds in the Borrower depository account to the Borrower. In connection with the Leasehold Mortgage, the Company has been recognized by the Port Authority in its ground lease with the Borrower as an Approved Lender (as such term is defined in the ground lease) wherein the Port Authority grants the Company certain rights under the Lease between the Port Authority and the Borrower (the "Lease"), whereby certain construction, completion and leasehold obligations under the Lease are tolled in the event the Company forecloses its Leasehold Mortgage on the Borrower. The time period for such tolling allows the Company ample time and opportunity to find a suitable purchaser for the Lease, subject to approval by the Port Authority in accordance with the Lease.

In addition to the foregoing, the Borrower will obtain a bonded (insured) completion guaranty from Skanska USA, the general contractor for the Project.

There will be no other security for the Loan. The sole obligor on the Loan will be the Borrower, which is a special purpose entity created for the sole purpose of the Project. The Company's only recourse in the event of a Loan default under the Promissory Note, as the lender, will be to realize on the Collateral and exercise its rights under the Leasehold Mortgage. The Company's ability to foreclose and recognize its rights may be subject to any lenders making senior Third Party Loans to the Borrower.



THE PORT AUTHORITY OF NY & NJ

Francis A. DiMola
Director, Real Estate Services Department

March 1, 2011

Paul Levinsohn, Esq.
Managing Principal
New York City Regional Center
299 Broadway
Suite 1220
New York, NY 10007

**Re: George Washington Bridge Bus Station and the George Washington Bridge
Infrastructure Project**

Dear Mr. Levinsohn:

The Port Authority of New York & New Jersey (the "Port Authority") was established to provide for transportation, terminal, infrastructure and other facilities of commerce within the Port District. Based on its core mission the Port Authority, conceives, builds, operates, and maintains specific transportation and terminal facilities, infrastructure and facilities of commerce and economic development that are critical to the New York/New Jersey region's trade and transportation network. These facilities include America's busiest airport system, marine terminals and ports, the PATH rail transit system, six tunnels and bridges between New York and New Jersey, a bus terminal, a bus station, the Trans-Hudson ferry service, two waterfront redevelopment facilities, a resource recovery center, four industrial development facilities, regional development facilities and the World Trade Center.

For more than eight decades, the Port Authority has worked to improve the quality of life for the more than 17 million people who live and work in New York and New Jersey – a region that supports 8.6 million jobs with an estimated gross regional product of more than \$929 billion.

Two of the region's key transportation facilities, the George Washington Bridge Bus Station ("GWBBS") and the George Washington Bridge ("GWB"), are in need of rehabilitation and improvement. Sitting atop the Manhattan side of the GWB, the GWBBS services approximately 5 million passengers a year and approximately 300,000 buses. To improve the atmosphere and level of service in and around the GWBBS, the Port Authority is overseeing a public-private partnership to significantly upgrade the station. Improvements will include approximately 119,000 square feet of new first-class retail space and the consolidation of bus operations. The redevelopment will provide for a number of public benefits including improving the efficiency and quality of bus operations, bringing new construction and permanent jobs to the community, and providing new retail venues to the underserved market surrounding the GWBBS.

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THE PORT AUTHORITY OF NY & NJ

Paul Levinsohn, Esq.

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March 1, 2011

On October 2, 2008, the Port Authority Board of Commissioners authorized \$78.2 million towards the rehabilitation of the GWBBS that includes the construction of new spaces for bus and support operations.

The GWB handles approximately 100 million vehicles a year on its span including approximately one million buses. The age of the structure, combined with the effects of de-icing salts and fatigue stresses related to the post-September 11, 2001 truck and bus restrictions, which require that all truck and bus traffic use the upper level, have resulted in accelerated wear of the deck and framing components. Federally mandated inspections have revealed numerous locations along the upper level of the bridge with varying degrees of wear that could result in future load restrictions if left unaddressed. Such load restrictions would significantly impact the traffic flow on the bridge.

On June 22, 2010, the Port Authority Board of Commissioners authorized \$199 million to rehabilitate the upper-level structural steel at the GWB. Maintaining the upper-level roadway of the GWB in a state of good repair will promote an uninterrupted traffic flow at this critical interstate transportation link and allow for the continued use and expansion of the GWBBS.

Sincerely,

Francis A. DiMola

Director

Real Estate Services Department